

INDUSTRIAL WASTE CONTROL

CASE DISPOSITION

Date 10-30-78Company Land & Lakes/Paxton LandfillLocation 132nd & Stony Island

Chgo.

Violation # _____

Compliance Date _____

☐ Sanitary Sewer☒ Waterway drainage ditches to Lake Calumet☐ Manhole☐ Other _____

FIELD INFORMATION

☒ Inspection 10-6-78☐ Sampling 10-6-78☐ _____Handled By: Roy Kaufmann

TYPE OF SAMPLING:

☒ Grab☐ Composite _____ hrs.☐ Automatic☐ Trailer Sampling

TYPE OF STUDY:

☐ Initial Study☐ Special Investigation (4631)☒ Surveillance Sampling☐ Surcharge Sampling☐ Compliance Sampling☐ Conciliation☐ Show Cause☐ Court

SECTION:

☐ North☐ Auto Samplers☐ Central☐ Surcharge☒ South☐ Waterway☐ P.T.P.

REMARKS:

ENFORCEMENT DISPOSITION

☐ In Compliance☐ In Violation☐ Sanitary Sewer

☐ Waterway

☐ Other

RECOMMENDED FOR:

☐ Show Cause☐ Court☐ Surveillance☐ Resample _____ Days☐ Type _____☐ No Further Action Necessary☐ Follow - Up

PARAMETERS:

☐ All☐ Cyanide☐ pH☐ B.O.D.☐ F.O.G.☐ Bacti☐ Trace Metals() _____By: James PoluninDate: 11/2/78

Co. appeared at conciliation meeting 10/30/78. Stated they were in compliance.



0510
20
01

SAMPLING POINT Station#1B

COMPOSITE____SANITARY SEWER____EFFLUENT DISCHARGE

GRAB X PVT. TRT. PLANT WATERWAYS' RUN

Results are in mg/l., except for pH and where indicated

Approved Mr. M. J. L. Brown *Mr. M. J. L. Brown*
Supervising Chemist.
PAGE

INDUSTRIAL WASTE

ANALYSIS DATA:

WATERWAYS

Station#1B

RESULTS EXPRESS
(milligrams per liter)

N.S. = no sample

N.A = no analysis

* Reported in $\mu\text{g./l.}$ (Micrograms per liter)

Date: OCT 17 1978

Date: 10/17/78

Archivist: C. Arenberg

Supervising Chemist:

W. Williams JR

ANALYSIS DATA:

RESULTS EXPRESSED IN μ
(milligrams per liter)

Station#1B

N.S. = no sample

N.A. = no analysis

Rev 5/22/82

I W C FIELD OPERATION - SPECIAL INVESTIGATION

Subject of Investigation:Date of Investigation:

LAND & LAKES/PAXTON

Oct. 6, 1978

122nd Street & Stony Island Avenue
Chicago, IllinoisOriginated by:Main Office ☒Trr. Plant ☐Clean Streams ☐Other ☐Local Authority ☐Type of Complaint:Waterway ☒Sewer ☐Other ☐

Lake Calumet

Supervisor Assigned:

R. Kaufmann

PersonDateTime

J. Tobias

8-23-78

memo

Water Samplers:Sample ☒ FourPhotographs ☐Additional Information Attached ☒INVESTIGATION: Discharge to Lake Calumet Slip #4

1050: The writer observed that center cell has been redivided into two cells. Outlet culvert is isolated from both new cell divisions by a dike. A Land & Lakes pump was dewatering south division of center cell. A 1115 sample taken from hose discharge into isolated ditch was designated as station #1B. Isolated ditch enters westbound drainage culvert to drainage ditch which in turn flows into Lake Calumet Slip #4.

North cell impoundment is an estimated three feet over bottom of center cell, north division. Impounded water is red in color. Southbound feeder ditch entering northwest corner of north cell is brown in color.

The writer suspects that red color in north cell is caused by direct run-off from Paxton Landfill.

RK:re

R. Kaufmann
R. Kaufmann, PCO II

Badge #112

Reviewed by: *[Signature]*

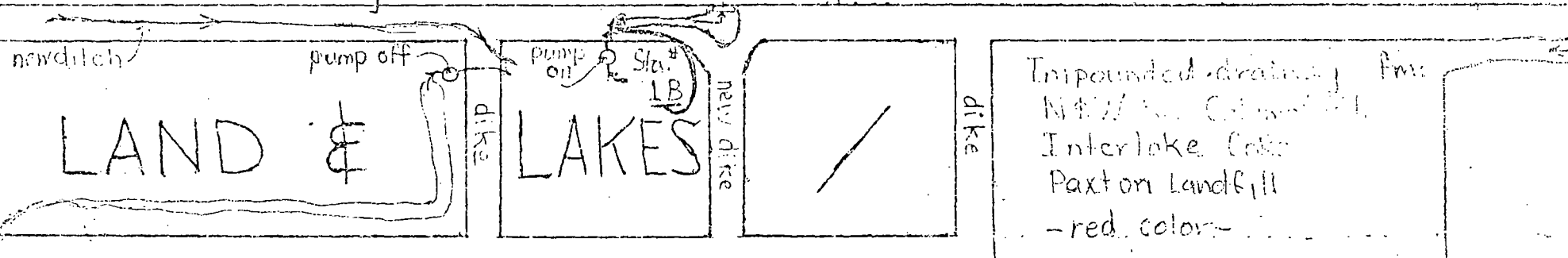
IWC 10-6-18
Not To Scale
Ring Roadrunner

N →

open ditch

Stony Island Ave. (unimproved)

122nd St.



PAXTON LANDFILL

CONCILIATION AGREEMENT

This AGREEMENT, entered into by and between the METROPOLITAN
SANITARY DISTRICT OF GREATER CHICAGO, a Municipal Corporation,
organized and existing under and by virtue of the laws of the
State of Illinois, hereinafter called the "DISTRICT" and

VIOLATION 77-505
NOTICE #
HEARING
DATE 12-1-77

Land and Lakes Co. - Facility: 118th Stony Island - Chicago, Illinois
hereinafter called the "COMPANY":

MSD Treatment Plant MSD Waterway Calumet Waterway
Alleged Violations Runoff

WHEREAS it has been alleged that the COMPANY has been and/or is presently in violation of the
pollution laws contained in the Sewage and Waste Control Ordinance; WHEREAS parties agree to
conciliate; NOW, THEREFORE, it is agreed that the COMPANY will attain compliance as follows:

Company presented a letter and displayed photos of the subject site, which
is a virgin tract being dewatered to permit excavation. It states that this
is surface water which is being returned to the waterway. This site drains
areas owned by others.

As the excavation proceeds, clay berms will be constructed to prevent
leaching from each landfill; precipitation onto the landfill area will be
recycled into the landfill.

Company states its position that since the surface water is on virgin land, such
discharge to the river does not constitute a violation.

To date, no disposal operation has taken place.

COMPANY will apply for Local Sewer Section Permit 15 days before start of construction

T. Carnody
Hearing Officer (s)

T. Carnody

Sher

James W. Cowhey
Company representative (s)

James Cowhey, Pres.

Land and Lakes Co.

123 N. NORTHWEST HIGHWAY

(312) 825-5000

PARK RIDGE, ILLINOIS 60068

November 25, 1977

Mr. Jerome Tobias
Chief Enforcement Officer
Metropolitan Sanitary District
100 East Erie Street
Chicago, Illinois 60611

Re: The Metropolitan Sanitary District
vs. Land and Lakes Company/Paxton
Complaint No. 77-505

Dear Mr. Tobias:

The following might be stated. The site located at 118th to 122nd Street and east of Stony Island Avenue is presently being developed by Land and Lakes Company as a sanitary landfill site. There has been no dumping of materials by Land and Lakes Company on the site, and the waters that are exiting from the drainage ditch on our property are the waters which have been entrapped when the drainage ditch was closed by others some time back.

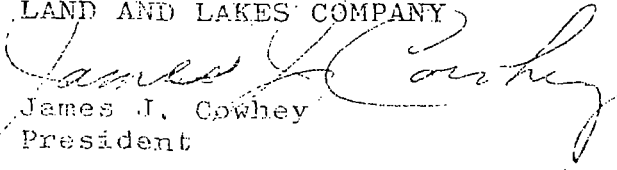
The waters are no different, and in all probability are of better quality than the waters that are draining from the large property south of 122nd Street directly into the Calumet River.

The site we are developing is virgin property, and if it is receiving waters which are not of proper quality, it is due to drainage from other lands or property. In our permit application, we are stressing that we will be sealing the site off with clay berms in the development stage of the landfill. When the berms are completed, we believe that all outside water will be diverted around the site, and any waters generated in the landfill operation are proposed to be recycled to the landfill itself.

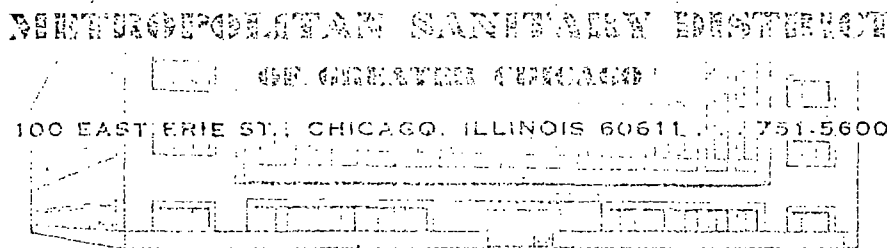
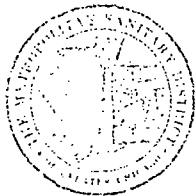
We thank you for your understanding.

Very truly yours,

LAND AND LAKES COMPANY


James J. Cowhey
President

JJC:eml



JOANNE H. ALTER
JEROME A. COSENTINO
DEBORIS M. FOSTER
WILLIAM A. JASKULA
NELLIE L. JONES
JAMES C. KIRIE
CHESTER P. MAJEWSKI
NICHOLAS J. MELAS
RICHARD J. TROY

IN THE NAME OF
THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
COOK COUNTY, ILLINOIS

THE METROPOLITAN SANITARY)
DISTRICT OF GREATER CHICAGO)

COMPLAINT NO. 77-505

vs.)

WATERWAY)

LAND & LAKES/PAXTON)

NOTICE OF VIOLATION

TO:

FACILITY:

Mr. James J. Cowhey, President
143 Northwest Highway
Park Ridge, Illinois

Land & Lakes/Paxton
11800 Stony Island Avenue
Chicago, Illinois

Investigation has revealed that you are in violation of the Sewage and Waste Control Ordinance of the Metropolitan Sanitary District of Greater Chicago and the applicable State Statutes pertaining to pollution. Your violation consists of: discharging an effluent with excessive concentrations of fats, oils or greases (23 mg/l-11:25 am - 9/26/77); B.O.D. (50 mg/l - 12:20 pm - 8/3/77); Total suspended solids (180 mg/l-12:20 pm - 8/3/77, 78 mg/l-11:25 am - 9/26/77) to a drainage ditch which in turn discharges to Lake Calumet, Slip #4.

You or your authorized representative, are requested to appear at 100 E. Erie St., Industrial Waste Division, Room 413, Chicago, Illinois on December 1 19 77 at 11:00 am to conciliate on the subject matter, and to submit, at that time, a plan and schedule for abatement of such pollution.

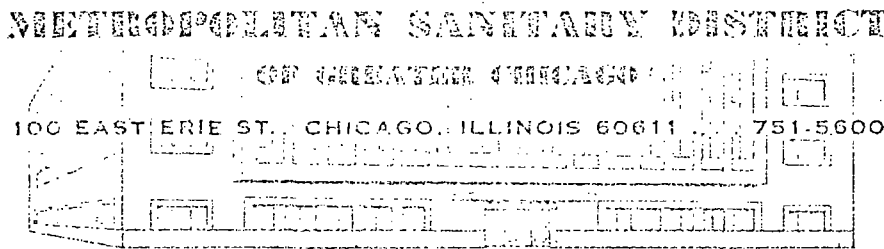
YOUR FAILURE TO APPEAR IN RESPONSE TO THIS NOTICE WILL SUBJECT YOU TO SUCH PENALTY AND LEGAL ACTION AS PROVIDED BY LAW.

Witness November 18 19 77
The Metropolitan Sanitary District
of Greater Chicago
Bart T. Lynam, General Superintendent

Jerome Tobias
Chief Enforcement Officer

By _____
Cecil Lue-Hing, D. Sc., P.E.
Director
Research and Development

Direct phone inquiries to 751-5697



JOANNE H. ALTER
JEROME A. COSENTINO
DELORIS M. FOSTER
WILLIAM A. JASKULA
NELLIE L. JONES
JAMES C. KIRIE
CHESTER P. MAJEWSKI
NICHOLAS J. MELAS
RICHARD J. TROY

IN THE NAME OF
THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
COOK COUNTY, ILLINOIS

THE METROPOLITAN SANITARY)
DISTRICT OF GREATER CHICAGO)

COMPLAINT NO. 77-505

vs.)

WATERWAY

LAND & LAKES/PAXTON)

NOTICE OF VIOLATION

TO:

FACILITY:

Mr. James J. Cowhey, President
143 Northwest Highway
Park Ridge, Illinois

Land & Lakes/Paxton
11800 Stony Island Avenue
Chicago, Illinois

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Witness November 18 19 77

The Metropolitan Sanitary District
of Greater Chicago

Bart T. Lynam, General Superintendent

By

C. Lue-Hing
Cecil Lue-Hing, D. Sc., P.E.
Director
Research and Development

Jerome Tobias
Chief Enforcement Officer

Direct phone inquiries to 751-5697



JOANNE H. ALTER
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CHESTER P. MAJEWSKI
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RICHARD J. TROY

IN THE NAME OF
THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
COOK COUNTY, ILLINOIS

THE METROPOLITAN SANITARY)
DISTRICT OF GREATER CHICAGO)

COMPLAINT NO. 77-505

vs.)

Land & Lakes)
Payton)

Waterway

NOTICE OF VIOLATION

TO:

Mr. James J. Conway, Pres.
1437 Northwest Highway
Park Ridge, Ill.

Facility: Land & Lakes Payton
11800 Stony Island Ave.
Chicago, Ill.

Investigation has revealed that you are in violation of the Sewage and Waste Control Ordinance of the Metropolitan Sanitary District of Greater Chicago and the applicable State Statutes pertaining to pollution. Your violation consists of:

discharging an effluent with excessive concentrations of fats, oils & greases (23 mg/l - 11:25 a.m. - 9/26/77), B.O.D. (50 mg/l - 12:20 p.m. - 8/3/77), total suspended solids (180 mg/l - 12:20 p.m. - 8/3/77, 78 mg/l - 11:25 a.m. - 9/26/77) to a drainage ditch which in turn discharges to Lake Calumet, Slip #4

You or your authorized representative, are requested to appear at 100 E. Erie St., Industrial Waste Division, Room 413, Chicago, Illinois on Dec 1 19 77 at 11:00 a.m. to conciliate on the subject matter, and to submit, at that time, a plan and schedule for abatement of such pollution.

YOUR FAILURE TO APPEAR IN RESPONSE TO THIS NOTICE WILL SUBJECT YOU TO SUCH PENALTY AND LEGAL ACTION AS PROVIDED BY LAW.

Witness _____ 19 ____
The Metropolitan Sanitary District
of Greater Chicago
Bart T. Lynam, General Superintendent

Jerome Tobias
Chief Enforcement Officer

By _____
Cecil Lue-Hing, D. Sc., P.E.
Director
Research and Development

NICHOLAS J. MELAS
PRESIDENT



ALLEN S. LAVIN
ATTORNEY



BOARD OF COMMISSIONERS

JOANNE H. ALTER
THOMAS S. FULLER
EDWARD W. GJERTSEN
WILLIAM A. JASKULA
NELLIE L. JONES
JAMES C. KIRIE
CHESTER P. MAJEWSKI
NICHOLAS J. MELAS
RICHARD J. TROY

November 21, 1979

Mr. James A. Regas
Regas & Frezandos
Attorneys at Law
111 West Washington Street
Chicago, Illinois 60602

SUBJECT: Paxton Landfill
1221 S. Oglesby
Chicago, Ill.

Dear Mr. Regas:

Thank you for sending to the Sanitary District a copy of your letter addressed to Land and Lakes Company and dated October 22, 1979.

We have been unable to verify a statement appearing in the second paragraph of your letter which states, "Our client (Steve Martell), with the permission of the Metropolitan Sanitary District, was allowed to pump or discharge water into a culvert adjacent to their land." We have failed to ascertain who, if anyone, had given such permission.

The discharge does not affect the property interests of the Sanitary District, however, the Sanitary District sampled the discharge from the pump site on September 17, 21 and 26, 1979. Analyses of the samples obtained on those days indicate the discharge to be in compliance with the Sanitary District's Ordinance with the exception of a high Fecal Coliform count in the September 17, 1979 sample. That sample showed 4900 Fecal Coliform per 100/ml of sample. The allowable count on a grab sample is 2000 per 100/ml.

Please identify the source of the pollutants.

Very truly yours,

E. T. Karolewski
E. T. Karolewski
Real Estate Administrator

ETK:il

cc: Messrs. Jaskula/Lavin/Whitebloom/Kennedy/File

April 28, 1977

Paxton Landfill Corporation
12201 South Oglesby
Chicago, Illinois

Re: Pumping of Water from Paxton Landfill
Site onto Property being developed by
Land and Lakes Company

Gentlemen:

An investigation made on Tuesday, April 19, at 7:30 pm established that a high volume water pump was pumping water from the Paxton site onto property being developed by Land and Lakes Company. This practice whether by mistake or otherwise must cease immediately, and by this letter you are asked to remove from the Land and Lakes Company's site those waters that have been pumped onto it.

We are well aware of the fact that there is a major drainage problem in the area, and you can be assured that Land and Lakes Company will cooperate with your company and other property owners in the area to solve the drainage problem. If you wish, you may have your engineer or supervisory personnel contact us at our office in order to work out a cooperative and mutually beneficial plan to remove waters from the lands involved.

Your early response to the instructions expressed in this letter are sincerely appreciated.

Very truly yours,

LAND AND LAKES COMPANY

James J. Cowhey
President

JJC:eml

cc: Mr. Don R. Fielding
Mr. Daniel Houlihan
Mr. Harry McDonagh
Mr. Leo McLennon

INDUSTRIAL WASTE CONTROL

IND. WASTE DIV.

CASE DISPOSITION

1979 NOV 21 PM 3:30

Date November 7, 1979

Company Land & Lakes

MET. SAN. DIST.
OF CRT. CHGO.

Location 1220 East 138 Street Chicago, Illinois

Violation # 79-547 Compliance Date 10/22/79

- () Sanitary Sewer (X) Waterway Little Cal. River
 () Manhole () Other

FIELD INFORMATION

- (X) Inspection Nov. 6, 1979
 () Sampling
 ()

Handled By: A. Boehme *A. Boehme*

TYPE OF SAMPLING:

- () Grab
 () Composite hrs.
 () Automatic
 () Trailer Sampling

TYPE OF STUDY:

- () Initial Study
 () Special Investigation (4631)
 () Surveillance Sampling
 () Surcharge Sampling
 (X) Compliance ~~Sampling~~ Inspection
 (X) Conciliation
 () Show Cause
 () Court

SECTION:

- () North () Auto Samplers
 () Central () Surcharge
 (X) South () Waterway
 () P.T.P.

REMARKS:

Will keep under surveillance.

ENFORCEMENT DISPOSITION

- (X) In Compliance
 () In Violation
 () Sanitary Sewer
 #
 () Waterway
 #
 () Other
 #

RECOMMENDED FOR:

- () Show Cause
 () Court
 () Surveillance
 () Resample Days
 () Type
 () No Further Action Necessary
 () Follow - Up

PARAMETERS:

- () All () Cyanide
 () pH () B.O.D.
 () F.O.G. () Bacti
 () Trace Metals ()

By: *James Fisher*

Date: 11/23/79

OPERATION - SPECIAL INVESTIGATION

Subject of Investigation:

Date of Investigation:

Land & Lakes
1220 E. 138th Street
Chicago, Illinois

November 6, 1979

Originated by:

Main Office ☒

Trt. Plant ☐

Clean Streams ☐

Other ☐

Local Authority ☐

Type of Complaint:

Waterway ☒

Sewer ☐

Other ☐

Ditch to Little Cal. River

Supervisor Assigned:

A. Boehme

Person

Date

Time

J. Tobias

10/22/79

Water Samplers:

Sample ☐

Photographs ☐

Additional Information Attached ☐

INVESTIGATION:

Subject company's property was inspected along the drainage ditch that leads to the Little Calumet River where violation of August 15, 1979 occurred.

The leaching had been stopped at the location of the previous violation and at the time of this inspection there was no other leaching into the storm ditch.

Company is presently accepting sludge for land fill. Source of sludge unknown but suspect it could be MSD sludge.

A. Boehme
A. Boehme (Badge #113) PCO I

Reviewed by:

A. Kelly

AB:k

INDUSTRIAL WASTE CONTROL

CASE DISPOSITION

Date 11-7-77Company Land & Lakes / PaxtonLocation Stony Island Ave 3-cell slough, Chgo.

Violation # _____ Compliance Date _____

☐ Sanitary Sewer☒ Waterway ditch to Lake Calumet☐ Manhole☐ Other _____

FIELD INFORMATION

☒ Inspection 8-3-77 Sept 26, 30, '77☐ Sampling 8-3-77 9-26-77☐ _____Handled By: R. Kaufmann

TYPE OF SAMPLING:

☒ Grab☐ Composite _____ hrs.☐ Automatic☐ Trailer Sampling

TYPE OF STUDY:

☒ Initial Study☐ Special Investigation (4631)☐ Surveillance Sampling☐ Surcharge Sampling☐ Compliance Sampling☐ Conciliation☐ Show Cause☐ Court

SECTION:

☐ North ☐ Auto Samplers☐ Central ☐ Surcharge☒ South ☐ Waterway☐ P.T.P.

REMARKS:

Land fill site preparation

Possible industrial pollutant
in sloughs influents & effluents

ENFORCEMENT DISPOSITION

☐ In Compliance☒ In Violation☐ Sanitary Sewer☒ Waterway Fog, BOD, Gas Sol
77-505☐ Other

RECOMMENDED FOR:

☐ Show Cause☐ Court☐ Surveillance☐ Resample _____ Days☐ Type _____☐ No Further Action Necessary☐ Follow - Up

PARAMETERS:

☐ All ☐ Cyanide☐ pH ☐ B.O.D.☐ F.O.G. ☐ Bacti☐ Trace Metals() _____By: James J. [Signature]Date: 11/14/77

enter cell.
S noted (pha

AUG 22 1977

SAMPLING POINT _____ station#1B

COMPOSITE_____SANITARY SEWER_____EFFLUENT DISCHARGE_X_____

GRAB _____ X PVT. TRT. PLANT _____ WATERWAYS RUN

Results are in mg/l., except for pH and where indicated

Approved M. B. Allen
Supervising Chemist.
p. 26

DEC 27 1977

Station #1 B

COMPOSITE SANITARY SEWER EFFLUENT DISCHARGE

GRAB X PVT. TRT. PLANT WATERWAYS RUN

Results are in mg/l., except for pH and where indicated
~~Analysis~~ Analysis Attached Analysis as Requested

Approved

Supervising Chemist

330

RESEARCH AND CONTROL LABORATORY ATOMIC ABSORPTION METALS REPORT

INDUSTRIAL WASTE

ANALYSIS DATA:

WATERWAYS

RESULTS EXPRESSED IN mg /l.
(milligrams per liter)

Station#1B

N.S. = no sample

N.A.= no analysis

[illegible]

Date: AUG 24 1977

Analyst: C. Arenberg

Supervising Chemist:

I W C FIELD OPERATION - SPECIAL INVESTIGATION

ENFORCEMENT SAMPLING

Subject of Investigation:
 LAND & LAKES/PAXTON
 Stony Island Avenue, North of 122nd Street
 Chicago, Illinois

Date of Investigation:
 August 3, 1977
 Sept. 26, 30, 1977

Originated by: Main Office ☐
 Trt. Plant ☐ Clean Streams ☐
 Other ☒ Local Authority ☐

Type of Complaint:
 Waterway ☒ Sewer ☐ Other ☐
 Slough System to Ditch to Lake Calumet

Supervisor Assigned:
 R. Kaufmann

<u>Person</u>	<u>Date</u>	<u>Time</u>
R. Kaufmann	8-3-77	

Water Samplers:

R. Earsley

Sample ☒ Eight Photographs ☒ Additional Information Attached ☒

INVESTIGATION: Suspect site preparation for landfill; possible industrial pollutants in runoff.

R. Earsley obtained samples of Stony Island Avenue slough, north of 122nd Street, center cell culvert discharge to ditch along south boundry of Hyen, Inc. (photo #7) to Lake Calumet on 8-3-77 and 9-26-77. Samples designated Land & Lakes/Paxton, Station #1B.

8-3-77. Two of Land & Lakes Company personnel, who were operating a dewatering pump at south cell slough (photo #8, #9, and #10) provided the following hear-say:

- 1) North cell of three cell slough being dewatered by Paxton Landfill Co. (photo #5, #6 & #9).
- 2) Hundreds of carp (fish), some almost three feet long, were harvested by local fishermen a few days earlier, when north and south cells were almost completely dewatered. Recent rains are being pumped out at this time.
- 3) Some of the clay mined from south cell will be used at Land & Lakes, 138th Street & Cottage Grove Avenue landfill site.
- 4) Land & Lakes personnel stated that they would remove leaking 55 gallon drum (photo #8) in south cell.

9-26-77. R. Earsley observed south cell being pumped to center cell. North cell gravity flow, flowing through ditch cut in dam to center cell, and center cell gravity flow to ditch to Lake Calumet.

9-29-77. R. Earsley observed discharge from north and south cells to center cell, however, center cell outfall culvert was dammed on both sides of Stony Island Avenue.

9-30-77. The writer with J. Corcoran observed that center cell outfall culvert of three cell slough, north of 122nd Street had an earth dam on the influent side (photo #32A) and the effluent side (photo #31A), thus, preventing center cell from discharging to Lake Calumet. A gravity flow from north cell to center cell was noted (photo #33A).

(continued)

LAND & LAKES/PAXTON


Aug. 3, Sept. 26, 30, 1977

10-25-77. The writer telephoned Paxton's, Mr. Nudi, Landfill Sup't., who stated that: ..

- 1) north cell of subject slough receives contaminated runoff from Interlake, Inc. Coke Plant property.
- 2) Land & Lakes Company controls center cell discharge.

RK/re

R. Kaufmann
R. Kaufmann, PCO II Badge #112

Reviewed by: 

STONY WATER CURRENT DRAINAGE

This agreement, made this _____ day of _____ 197____
A. D. by and between the Chicago Regional Port District, a Municipal
Corporation of the State of Illinois, (hereinafter called the District) and _____
_____ having an office in the City of Chicago in
the County of Cook, State of Illinois (hereinafter called the _____).

Subject always to all of the provisions, restrictions, promises and agree-
ments hereinafter in this agreement contained, there is hereby granted to
the _____, for itself and its successors and assigns, an easement
and right free of charge for a period of 10/years with option of 5/additional
years, if necessary, from the date of execution of this agreement, with the
privilege, right and authority to construct, reconstruct, repair, maintain
and operate a storm water outlet to be constructed under cover at the depth
of the pipe now under Stony Island Avenue extended to the western boundary
of the District's 50-foot railroad right-of-way which adjoins Stony Island
Avenue Extended, thence in an open drainage ditch running North to within
ten (10) feet of the Southern boundary of the River site, where said storm
water outlet can be carried Westward in an open drainage ditch to the Western
boundary of wherever the landfill area of Slip No. 4 ceases. Preparation of
the drainage ditch, commencing at the underground pipe outlet at the bound-
ary of the 50-foot railroad right-of-way as well as preparing the open ditch
running North and West, is to be the sole responsibility of _____
in accordance with the Plan attached hereto and made a part of this agreement.

If any Government body decrees at any time that the aforesaid open ditch must
be covered or modified, then in that event the _____ agrees to
be governed by such mandate at its expense. It is to be understood that the
underground storm water pipe does not interfere in any manner with the opera-
tion of the District's tenant, with the use by the District or its tenant of said
property for railroad crossings and roadway entrance, nor for the protection
of the Lake Calumet Sanitary Association, Inc., sewer line, and that the Dis-
trict reserves the right to the use of the premises including that which will
be affected by the herein granted easement for the above purposes; and that
the District shall not be liable to _____ for any loss or expense
incurred by _____ or anyone claiming by, through, or under _____
on account of the District's otherwise permitted use of
the premises.

The _____, for itself and its successors and assigns, hereby
agrees to obtain and pay for all licenses and permits that may be required
of any governmental agency and maintain the same during the full term of
this easement or extension thereof; that said storm water outlet drainage
ditch shall at the _____ sole cost and expense, be constructed,
reconstructed, repaired, and maintained from time to time, according to the
directions of and in a manner required by the District and its Consulting
Engineers and at the sole cost and expense of the _____.

The sending of any notice by registered mail, return receipt requested, to the _____ at the above address or at any other address which hereinafter may be duly designated by it or to the District at the above address or at any other address which may be duly designated by it shall constitute sufficient service of such notice or demand, and every such notice shall be effective as of the date of mailing.

IN WITNESS WHEREOF, the District and the _____ have caused this agreement to be executed by their respective officers thereunto duly authorized and have caused their respective corporate seals, duly attested, to be hereunto affixed on the day and the year first above written.

It is mutually agreed that the closing date has **CHICAGO REGIONAL PORT DISTRICT** and shall be on or before September 1, 1977 provided that all parties necessary to commence the operation of the sanitary landfill have been issued collied By John Co. before September 1, 1977.

Chairman

(SEAL)

Should all necessary permits not be received by _____ and Lakes Co. prior to September 1, 1977, the closing shall be extended as shall be mutually agreed to by the parties hereto.

ATTEST:

It is further mutually agreed that the real estate taxes shall be prorated as of May 1, 1977 instead of being prorated as on the date of closing.

That the payments of the balance of the purchase price, including interest thereon shall commence as of the Secretary's date. All other terms and conditions of said agreement shall be modified to coincide with the new closing date, including the clause that the buyer cannot pay more than 25% of the purchase price on or before a new date to be selected by the Seller.

IN WITNESS WHEREOF, the undersigned hereby affix their signatures and seals this _____ day of March, 1977.

By _____

TRUST CO., NY
N.Y. 1006398,

It is expressly understood and agreed by and between _____ that each of the parties hereto is fully informed of the contents of this agreement and the legal effect thereof.

ATTEST:

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

Secretary

freed and clear of any and all liens of mechanics or material men; that the use of said easement and exercise of such privilege, right and authority shall at all times be subject to and in full conformity with all laws, rules, regulations, charges or impositions of the Federal, State, County and City Governments of any of their agencies, including E.R.A., consistent with the foregoing reservation relating to the construction, reconstruction, repair or maintenance of private pipes or conduits in public streets or of channels in public waters and that the _____ agrees that it will indemnify and save harmless the District, including its tenants and all persons claiming by, through or under District of any costs, damages and expense including reasonable attorneys' fees suffered or incurred by them on account of any polluted material being discharged from said storm water drainage ditch; that it hereby expressly assumes all responsibility for and agrees to save harmless the District and its tenant against any loss, damage, cost or expense which the District may suffer, incur or sustain, or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the use of said easement be caused by or in connection with the use, construction, maintenance, relocation or for any cause arising by reason of the granting of this easement, and for any such loss, damage, cost or expense which shall at any time during the use of said easement be caused by or in the performance of construction, reconstruction, repairs, maintenance and operation of said storm-water outlet, pipe line and ditch placed upon the premises of the District, whether the same be caused by the negligence of the _____, its officers, agents, employees or contractors or by the negligence of any contractor employed by it. In case any action, suit or suite shall be commenced against the District, growing out of any such loss, damage, cost or expense, the District may give written notice of the same to the _____, and thereafter the _____ shall attend to the defense of the same and save and keep harmless the District from all expenses, counsel fees, costs, liabilities, disbursements, judgments, and executions in any manner growing out of, pertaining to or connected therewith.

All notices under this agreement shall be in writing and shall be served upon the _____ at 122 N. 7th St. N. or at such other place in the City of _____ as the _____ may designate in writing from time to time or upon the District at _____ or at such other place as the District may designate in writing from time to time. In event the _____ fails to perform the covenants to be performed by it as contained in this easement agreement, such default in performance shall be deemed to be a material breach of this agreement if _____ fails to cure such default within thirty (30) days of receipt of written notice to cure from the District, and upon such a material breach of this agreement District may, upon the giving of prior written notice, terminate this agreement.

MAR 27 REC'D

AMENDMENT TO REAL ESTATE AGREEMENT TO SELL
DATED JUNE 14, 1976,
SELLER: CHICAGO TITLE & TRUST CO., as trustee,
under Trust # 1066898
BUYER: LAND & LAKES CO.

It is mutually agreed by and between the parties herein that the closing date has been extended from May 1, 1977 and shall be on or before September 1, 1977 provided that all permits necessary to commence the operation of the sanitary landfill have been issued to Land & Lakes Co. before September 1, 1977.

Should all necessary permits not be received by Land & Lakes Co. prior to September 1, 1977, the closing shall be extended as shall be mutually agreed to by the parties hereto.

It is further mutually agreed that the real estate taxes shall be prorated as of May 1, 1977 instead of being prorated as of the date of closing.

That the payment of the balance of the purchase price, including the principal and interest thereon shall commence as of the new closing date. All other terms and conditions of said agreement shall be modified to coincide with the new closing date, including the clause that the Buyer cannot pay more than 29% of the purchase price on or before a new date to be selected by the Seller.

IN WITNESS WHEREOF, the undersigned hereby affix their signatures and seals this 25th day of March, 1977.

CHICAGO TITLE & TRUST CO., as
Trustee under Trust #1066898,
and not personally

LAND & LAKES CO.

By: Walter J. Katabian (SEAL)
ASSISTANT VICE PRESIDENT

By: James J. Conley (SEAL)
President

ATTEST:
Vicki Cocchi (SEAL)
ASSISTANT SECRETARY

ATTEST:
Lawrence J. Brown (SEAL)
Att. Secretary

Attached exoneration rider is incorporated herein

MAR 27 REC'D

AMENDMENT TO REAL ESTATE AGREEMENT TO SELL
DATED JUNE 14, 1976,
SELLER: CHICAGO TITLE & TRUST CO., as trustee,
under Trust # 1066898
BUYER: LAND & LAKES CO.

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Should all necessary permits not be received by Land & Lakes Co. prior to September 1, 1977, the closing shall be extended as shall be mutually agreed to by the parties hereto.

It is further mutually agreed that the real estate taxes shall be prorated as of May 1, 1977 instead of being prorated as of the date of closing.

That the payment of the balance of the purchase price, including the principal and interest thereon shall commence as of the new closing date. All other terms and conditions of said agreement shall be modified to coincide with the new closing date, including the clause that the Buyer cannot pay more than 29% of the purchase price on or before a new date to be selected by the Seller.

IN WITNESS

their

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Seller, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of the Seller are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Seller or for the purpose or with the intention of binding said Seller personally but are made and intended for the purpose of binding the trust property, and this contract is executed and delivered by said Seller not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this contract or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Seller in this contract contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Purchaser herein and by all persons claiming by, through or under said Purchaser.

CONCILIATION AGREEMENT

This AGREEMENT, entered into by and between the METROPOLITAN
SANITARY DISTRICT OF GREATER CHICAGO, a Municipal Corporation,
organized and existing under and by virtue of the laws of the
State of Illinois, hereinafter called the "DISTRICT," and

VIOLATION	<u>78-439</u>
NOTICE#	<u>2nd</u>
HEARING	<u>1</u>
DATE	<u>10-30-78</u>

Land & Lakes Co. - 122nd & Stony Island Ave. -

hereinafter called the "COMPANY":

MSD Treatment Plant	<u>MSD Waterway</u>	<u>Lake Calumet</u>
Alleged Violations	<u>Suspended solids, iron, color</u>	

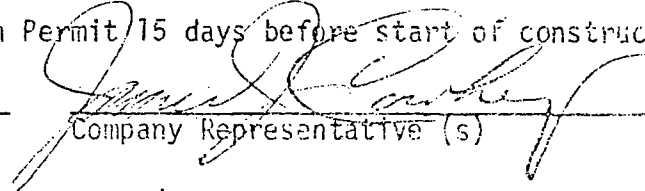
WHEREAS it has been alleged that the COMPANY has been and/or is presently in violation of the
pollution laws contained in the Sewage and Waste Control Ordinance; WHEREAS parties agree to
conciliate; NOW, THEREFORE, it is agreed that the COMPANY will attain compliance as follows:

Co. states problems have been caused by Paxton Landfill Corporation
and has submitted four letters to substantiate claims. Co. has
installed an additional dike to contain waters from Paxton after
they broke through original dike.

Co. states they are in compliance at this time.

COMPANY will apply for Local Sewer Section Permit 15 days before start of construction

Hearing Officer (s)


Company Representative (s)

Jerome Tobias

James Cowhey

August 24, 1978

Mr. Richard Byrnes
Paxton Landfill Corporation
12201 South Oglesby
Chicago, Illinois 60633

Dear Mr. Byrnes:

In accord with the telephone message left with your answering service, we again state that water being pumped from the Paxton Landfill is again running into property controlled by Land and Lakes Company and said water eventually ends up in the Little Calumet River.

Again, it is stated that Land and Lakes Company cannot tolerate this water entering our property, and you are notified to stop the practice of pumping this water in the evening whereby it is running into Land and Lakes Company property.

Your cooperation is appreciated.

Very truly yours,

LAND AND LAKES COMPANY

James J. Cowhey
President

JJC:eml

July 18, 1978

Mr. Richard Byrnes
Paxton Landfill Corporation
12201 South Oglesby
Chicago, Illinois 60633

Re: Contaminated Water Entering the Property
of Land and Lakes Company

Dear Mr. Byrnes:

Confirming our telephone conversation and our frequent meetings and conversations in the past, it is again stated that Land and Lakes Company cannot and will not tolerate contaminated water entering our site from properties owned by Paxton Landfill Corporation.

Our employees have closed the dike which separates the property of Paxton and Land and Lakes Company. This dike, to my knowledge, has been opened without permission, and waters of very questionable nature have been flowing into the property controlled by Land and Lakes Company.

As you are fully aware, the water easement is the sole responsibility of Land and Lakes Company, and water emitted from it is also the responsibility of Land and Lakes Company. You may argue that this is a natural flow of water; however, no property owner is required to take contaminated water from another source. If the water at your site is treated in such manner as acceptable to the standards of the various agencies, we of course will cooperate with you in letting this water through our property.

In a meeting held with the officials of the City of Chicago, The Metropolitan Sanitary District, Interlake Steel, Paxton Landfill, and the Port Authority, Mr. Max Cohen of the Port Authority agreed to give water easements for relief of property of both Paxton Landfill and Interlake Steel. We highly suggest that you obtain your own easement as we have from the Port Authority.

Mr. Richard Byrnes
Paxton Landfill Corporation

Page Two
July 18, 1978

Land and Lakes Company has not dumped any refuse on our site as yet, and thus, any water that has been removed from the property has been accumulated over many years by run-off from other properties. Not many years ago, the property controlled by Land and Lakes Company was developed with roads and electrical services. The filling of properties to the west and to the east has blocked drainages and has collected run-off waters from other areas which has made it necessary for us to remove standing waters so that we might prepare the site for the operations as permitted and licensed by the State of Illinois and the City of Chicago.

Needless to say, we cannot and will not tolerate actions by others that may jeopardize our licenses and permits. Land and Lakes Company will take all steps necessary to insure that our operation is not jeopardized by the actions of others; and we will, of course, hold any party or parties responsible for any such actions which may jeopardize or cause damage to Land and Lakes Company's operation.

Very truly yours,

LAND AND LAKES COMPANY

James J. Cowhey
President

JJC:eml

cc: Mr. Leo F. McLennon
McLennon, Nelson, Gabriele & Nudo

Mr. Charles E. Clark
Clark Engineering Service

Mr. Daniel Houlihan
111 West Washington
Chicago, Illinois

Mr. Paul Dimock
U.S. Army Corps of
Engineers

April 18, 1978

Mr. Richard Byrnes
Paxton Landfill Corporation
12201 South Oglesby
Chicago, Illinois 60633

Re: Flooding of Land and Lakes Company Property
At 122nd and Stony Island with Contaminated
Waste Water

Dear Mr. Byrnes:

Confirming our telephone conversation to the Paxton people today, you are officially notified by this letter that Land and Lakes Company is holding Paxton Landfill Corporation and you personally liable for all expenses involved with the removal of contaminated water allowed to enter our site by the opening of the dike on the day of Monday, April 17, 1978 by Paxton Landfill Corporation under direct orders from you.

It had been hopeful that we could have been able to cooperate in a mutual effort to develop the areas owned by the Paxton Landfill Corporation and Land and Lakes Company. However, despite our many meetings, it is obvious that you are determined to take matters into your own hands and cause hardship to others.

We have been pumping at the site since last May, and it would be easy for you to figure out the expenses we have incurred in the pumping operation for both fuel and operating engineers to man said pumps. As you know, the authorities will not permit the dumping of refuse in water; and if we are not able to remove such water from our site, you will be liable for not only our purchase price of the property, and our expenses, but our loss of revenue in our anticipated landfill operation.

Very truly yours,

LAND AND LAKES COMPANY

James J. Cowhey, President

JJC:eml

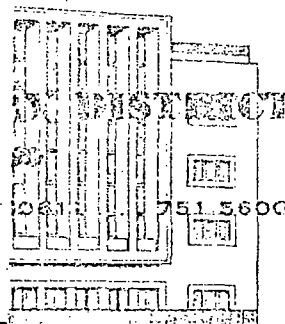
cc: Mr. Leo F. McLennan
McLennan, Nelson, Gabriele & Nudo
222 South Prospect Avenue
Park Ridge, Illinois 60068

Mr. Daniel Houlihan
111 West Washington
Suite 2119
Chicago, Illinois 60602

No. 140413

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO Land & Lakes Co. STREET NO. 123 N. Northwest Hwy Park Ridge, Ill. 60068	POSTAGE CERTIFIED FEE SPECIAL DELIVERY RESTRICTED DELIVERY SHOW TO WHOM AND DATE RETURNED WITH RECEIPTED DELIVERY SHOW TO WHOM AND DATE RETURNED WITH RECEIPTED DELIVERY TOTAL POSTAGE AND FEES POSTMARK OR DATE
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BOARD OF COMMISSIONERS

JOANNE H. ALTER
JEROME A. COSENTINO
DELORIS M. FOSTER
WILLIAM A. JASKULA
NELLIE L. JONES
JAMES C. KIRIE
CHESTER P. MAJEWSKI
NICHOLAS J. MELAS
RICHARD J. TROY

IN THE NAME OF
THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
COOK COUNTY, ILLINOIS

THE METROPOLITAN SANITARY)
DISTRICT OF GREATER CHICAGO)

COMPLAINT NO. 78-439

Vs.)

LAND AND LAKES COMPANY)

WATERWAY
SECOND VIOLATION

NOTICE OF VIOLATION

TO: Mr. James J. Cowhey, President
123 N. Northwest Highway
Park Ridge, Illinois 60068

Facility:
122nd & Stony Island Ave.
Chicago, Illinois

Investigation has revealed that you are in violation of Appendix A of the Sewage and Waste Control Ordinance of the Metropolitan Sanitary District of Greater Chicago and the applicable State Statutes pertaining to pollution. Your violation consists of: discharging an effluent with excessive concentrations of suspended solids (352 mg/l - 3:10 p.m. - 8/16/78 and 54 mg/l - 11:20 p.m. - 9/5/78), iron (13.8 mg/l - 3:10 p.m. - 8/16/78), with obvious color (3:10 p.m. - 8/16/78 and 1:20 p.m. - 9/5/78) into a drainage ditch tributary to Lake Calumet.

You or your authorized representative, are requested to appear at 100 E. Erie St., Industrial Waste Division, Room 413, Chicago, Illinois on October 31, 1978 at 3:00 p.m. to conciliate on the subject matter, and to submit, at that time, a plan and schedule for abatement of such pollution. Direct phone inquiries should be made to Jerome Tobias at 751-5697.

YOUR FAILURE TO APPEAR IN RESPONSE TO THIS NOTICE WILL SUBJECT YOU TO SUCH PENALTY AND LEGAL ACTION AS PROVIDED BY LAW.

Witness October 19, 1978

The Metropolitan Sanitary District
of Greater Chicago

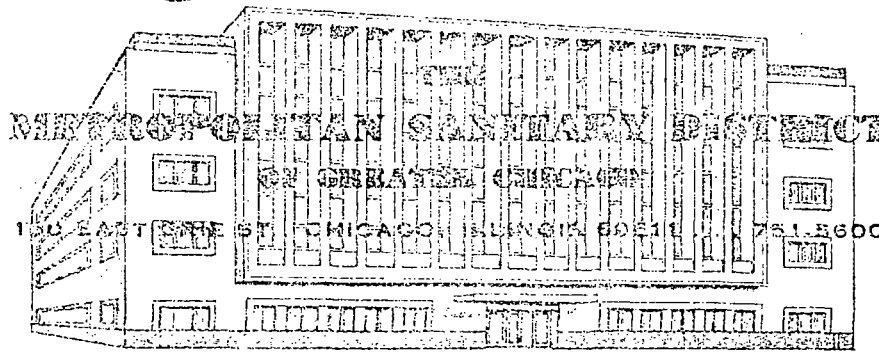
Hugh H. McMillan, General Superintendent

By

Cecil Lue-Hing, D.Sc., P.E.
Director
Research and Development

Jerome Tobias
Chief Enforcement Officer
LK:k

NICHOLAS J. MELAS
PRESIDENT



BOARD OF COMMISSIONERS

JOANNE H. ALTER
JEROME A. COSENTINO
DELORIS M. FOSTER
WILLIAM A. JASKULA
NELLIE L. JONES
JAMES C. KIRIE
CHESTER P. MAJEWSKI
NICHOLAS J. MELAS
RICHARD J. TROY

IN THE NAME OF
THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
COOK COUNTY, ILLINOIS

THE METROPOLITAN SANITARY)
DISTRICT OF GREATER CHICAGO)

Vs.)

Land and Lakes Company)

COMPLAINT NO. 78 - 439

WATERWAY *Second Violation*
Lake Calumet

NOTICE OF VIOLATION

TO: Mr. James J. Cowhey, Pres.
123 N. Northwest Highway
Park Ridge, Illinois 60068

Facility:
122nd St. and Stony Island Ave.
Chicago, Illinois

Investigation has revealed that you are in violation of Appendix A of the Sewage and Waste Control Ordinance of the Metropolitan Sanitary District of Greater Chicago and the applicable State Statutes pertaining to pollution. Your violation consists of: discharging an effluent with excessive concentrations of suspended solids (352 mg/l - 3:10 PM - 8/16/78 and 54 mg/l - 1:20 PM - 9/5/78), iron (13.8 mg/l - 3:10 PM - 8/16/78), with obvious color (3:10 PM - 8/16/78 and 1:20 PM - 9/5/78) into a drainage ditch tributary to Lake Calumet.

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YOUR FAILURE TO APPEAR IN RESPONSE TO THIS NOTICE WILL SUBJECT YOU TO SUCH PENALTY AND LEGAL ACTION AS PROVIDED BY LAW.

Witness 10/10

The Metropolitan Sanitary District
of Greater Chicago

Hugh H. McMillan, General Superintendent

Jerome Tobias
Chief Enforcement Officer

By

Cecil Lue-Hing, D.Sc., P.E.
Director
Research and Development

LK

CONCILIATION AGREEMENT

This AGREEMENT, entered into by and between the METROPOLITAN
SANITARY DISTRICT OF GREATER CHICAGO, a Municipal Corporation,
organized and existing under and by virtue of the laws of the
State of Illinois, hereinafter called the "DISTRICT" and

VIOLATION	<u>78-439</u>
NOTICE#	<u>2nd</u>
HEARING	<u>1</u>
DATE	<u>10-30-78</u>

Land & Lakes Co. - 122nd & Stony Island Ave. -

hereinafter called the "COMPANY":

MSD Treatment Plant	<u>MSD Waterway Lake Calumet</u>
Alleged Violations	<u>Suspended solids, iron, color</u>

WHEREAS it has been alleged that the COMPANY has been and/or is presently in violation of the
pollution laws contained in the Sewage and Waste Control Ordinance; WHEREAS parties agree to
conciliate; NOW, THEREFORE, it is agreed that the COMPANY will attain compliance as follows:

Co. states problems have been caused by Paxton Landfill Corporation
and has submitted four letters to substantiate claims. Co. has
installed an additional dike to contain waters from Paxton after
they broke through original dike.

Co. states they are in compliance at this time.

COMPANY will apply for Local Sewer Section Permit 15 days before start of construction

Jerome Tobias
Hearing Officer (s)

James Cowley
Company Representative (s)

Jerome Tobias

James Cowley

April 28, 1980

C
O
P
Y
Mr. Don Gallay
Chief Environmental Inspector
City of Chicago Department of Inspectional Services
Environmental Services Section
121 North LaSalle, Room 810
Chicago, Illinois

Dear Mr. Gallay:

Attached please find copies of IEPA special waste disposal permits issued to our landfill facility.

Please note that letters are attached to those permits classified as hazardous, indicating that Land and Lakes Company will not accept any wastes classified as hazardous.

Should you have any questions concerning the above, please advise.

Very truly yours,

LAND AND LAKES COMPANY


Rene Van Someren
Environmental Manager

RVS:pwk

Encis.

March 6, 1980

Mr. Mike Miller
Illinois Environmental Protection Agency
Division of Land/Noise Pollution Control
2200 Churchill Road
Springfield, Illinois 62706

Dear Mr. Miller:

This is to advise that Land and Lakes Company will not accept any wastes classified as hazardous at our landfill facilities. Therefore, we would appreciate being notified as to the status of each of our existing special waste disposal permits prior to April 1, 1980.

Our existing special waste disposal permits are as follows:

✓780313	✓781018	✓781765	✓790036 *	✓790737	✓791973
✓780440	✓781040	✓781766	✓790039 *	790832 *	✓791974
✓780450	✓781129	781817 *	✓790061	✓790822	✓792036
✓780502	✓781131	✓781921	✓790062	✓790847	✓792274
✓780504	✓781209	✓781922	✓790099	✓790874	✓792278
✓780511	✓781210	✓781965	✓790158	✓790985	✓792291
✓780517	✓781211	✓782071	790166 *	✓791009	✓792360
✓780518	✓781234	✓782125 *	✓790188	✓791010	✓792477
✓780524	✓781235	✓782128 *	✓790237	✓791011	✓792571
✓780540	✓781236	✓782156	✓790418	✓791012	✓792572
✓780542	✓781315 *	✓782159 *	790419 *	✓791013	✓792744
✓780589	✓781316	782259 *	✓790468	✓791014	✓792745
✓780606	✓781397	✓782293	✓790469	✓791038	✓792746
✓780620	✓781492	✓782294	✓790471	✓791037	✓792747
✓780669	✓781493	✓782299	✓790575	✓791155	✓792748
✓780671	✓781496	✓782304 *	✓790586	✓791156	✓792834
✓780718	✓781575	✓782313 *	✓790591	✓791713	✓792927
✓780719	✓781654 *	✓782359 *	✓790595	✓791726	✓792928
780720 *	✓781663	✓782363 *	✓790602	791874 *	
✓780866 *	781673 *	✓782453 *	✓790604	✓791891	
✓780754 *	✓781675	✓782464 *	790605 *	791928 *	
✓780867	✓781682	✓782573 *	790720 *	✓791969	
✓780868	781724 *	✓782599 *	✓790721	✓791970	
✓781015 *	✓781764	✓790024	✓790730	✓791972	

Continued

March 6, 1980

Mr. Mike Miller
Illinois EPA

C In addition to the above, we would appreciate having all pending special waste permit forms classified as hazardous or non-hazardous at the time of issuance. We will then be able to advise each hauler of the waste in question as to the acceptability of the waste at our landfill facility.

O Your prompt attention to this matter will certainly be appreciated.

P Very truly yours,

LAND AND LAKES COMPANY

P Rene Van Someren
Environmental Manager

Y RVS:pwk

April 24, 1980

C
Mr. Mike Miller
Illinois Environmental Protection Agency
Division of Land/Noise Pollution Control
2200 Churchill Road
Springfield, Illinois 62706

Dear Mr. Miller:

O
Attached please find copies of correspondence we sent to several waste haulers indicating that we will not accept any hazardous waste at our facility. These letters are consistant with the enclosed letter dated November 1, 1979, and sent to Mr. Joseph Petrilli.

In the event you have any questions concerning the attached, please advise.

P
Very truly yours,

LAND AND LAKES COMPANY

Rene Van Someren
Environmental Manager

Y
RVS:pwk

Enclosure

November 1, 1979

C
O
P
Y
Mr. Joseph Petrilli
Illinois Environmental Protection Agency
Division of Land/Noise Pollution Control
2200 Churchill Road
Springfield, Illinois 62706

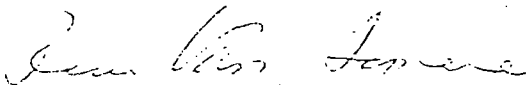
Dear Mr. Petrilli:

Attached please find a copy of a letter that we recently sent to all waste haulers utilizing our landfill facilities.

As this letter indicates, Land and Lakes Company does not intend to accept any waste materials that will result in classifying our sites as a hazardous waste disposal facility. With this in mind, we would appreciate receiving, upon finalization, any promulgated criteria classifying hazardous waste materials.

Very truly yours,

LAND AND LAKES COMPANY


Rane Van Someren
Environmental Manager

RVS:eml

Enclosure

Land and Lakes Co.

N. NORTHWEST HIGHWAY

(312) 825-5000

PARK RIDGE, ILLINOIS 60068

October 29, 1979

Gentlemen:

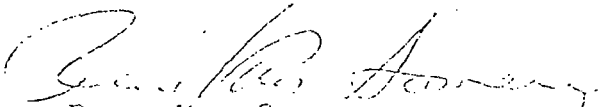
Please be advised that upon adoption of a definition of hazardous waste by the Illinois and U.S. Environmental Protection Agency, Land and Lakes Company will limit their disposal operation to only those waste materials classified as non-hazardous waste.

Since we are presently already selective in the type of materials accepted at our facility, this practice will not affect most of our customers. However, since it is not clear exactly what may or may not be classified as a hazardous waste by the EPA, we felt that you should be advised of our position regarding the disposal of hazardous waste at our facilities.

As soon as the EPA adopts their hazardous waste criteria, we will notify all the affected customers utilizing our disposal facilities.

Very truly yours,

LAND AND LAKES COMPANY


Rene Van Someren
Environmental Manager

RVS:eml

OCT 22 REC'D

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF LAND/NOISE POLLUTION CONTROL
SPECIAL WASTE DISPOSAL APPLICATION

790418

CARD TYPE DATE 8/27/79 L P S W C AUTHORIZATION NUMBER 6 TRANS CODE C DATE ENTERED (Agency Use) 1 1 1 1 1 1

WASTE HAULER

HAULER REGISTRATION NUMBER 21 24 NAME National Sewerage Service Co
ADDRESS 16035 Van Buren COMMUNITY St. Holland
COUNTY Cook STATE Ill ZIP 60473 AREA CODE 312 TELEPHONE 331-8878

WASTE GENERATOR

GENERATOR CODE 6315400008 G NAME Harwin Leather Co
ADDRESS 2015 N. Elston COMMUNITY Chicago
COUNTY Cook STATE Ill ZIP 60614 AREA CODE 312 TELEPHONE 772-2021GENERATOR CONTACT NAME TOM CULLERTON
DUNS NUMBER 36 SIC CODE 3111PROCESS NAME TANNING & FINISHING

WASTE CHARACTERISTICS

GENERIC WASTE NAME TANNING & FINISHING SLUDGEIUPAC WASTE NAME 21TOTAL ANNUAL WASTE VOLUME 5200 VOLUME UNITS 1 WASTE PHASE 2TRANSPORT FREQUENCY 63 WASTE CLASS (Agency Use) 64 65
1 = ONE TIME 5 = MONTHLY 1 = CUBIC YARDS 1 = SOLID
2 = DAILY 6 = BI-MONTHLY 2 = GALLONS 2 = SEMI-SOLID
3 = WEEKLY 7 = QUARTERLY 3 = LIQUID
4 = BI-WEEKLY 8 = SEMI-ANNUALLY 4 = GAS

(Code either "1" for Low, "2" for Medium, or "3" for High as appropriate for columns 21 through 26):

INHALATION TOXICITY 1 DERMAL TOXICITY 1 INGESTIVE TOXICITY 3 INFECTIOUS 24 REACTIVITY 26 EXPLOSIVE 26
FLASH POINT 200°F ALPHA RADIATION 31 (pCi/L) 36 COMPOSITION 2
1 = ORGANIC
2 = INORGANICPERCENT ACIDITY 38 PERCENT ALKALINITY 00.0 PH 10.1 PERCENT TOTAL SOLIDS 47 PERCENT ASH CONTENT 52KEY COMPONENT NAME PERCENT KEY COMPONENT NAME PERCENT
1 WATER 72.9 2 LEATHER PEECES 16.7
3 SA & NA SALTS 9.3 4 CHROMIUM 1.1
5 21 22 43 44 47 48 49 70 71 74

RECEIVED

OCT 4 1979

FIVE
STATE OF ILL.

2200 Churchill Road, Springfield, Illinois 62706

217/782-6750

790418

MORRISON LEATHER CO

2015N ELSION

CHICAGO

IL

00614

Dear Special Waste Generator:

Pursuant to HB 453, and the Hazardous Waste criteria developed by the IEPA thereunder, the special waste which you generate and which is permitted for disposal under supplemental permit # 78-118 is considered nonhazardous. Therefore, this waste is not subject to the fee of \$0.01/gal (or \$2.02/cubic yard).

However, this waste is still considered "special" and therefore is subject to manifest requirements; as well as, requiring a supplemental permit for disposal at an Illinois Environmental Protection Agency permitted facility.

If you have any further questions or comments, please do not hesitate contacting us.

Very truly yours,

Michael L. Miller

Michael L. Miller
Manager, Hazardous Waste Unit
Land Technical Operations Section
Division of Land/Noise Pollution Control

JSM:JFP:bls/10688/10688,1

cc: Site Owner/Operator

W. H. Miller - Chicago Land & Noise - CIL